



REQUEST FOR PROPOSAL (RFP)
IT Help Desk Services
PROPOSAL NO. P-130000402
August 24, 2017

The City of Ventura invites your proposal for IT Help Desk Services to work with City personnel to assist with help desk functions and staffing; PC or other computing device deployment, administration and support; printer maintenance; technical support of moves, adds and changes; application troubleshooting and support of office productivity tools such as Microsoft Word, PowerPoint, Excel, Adobe Acrobat and other common City-wide applications.

The intent in soliciting proposals is to obtain cost savings and to allow for a competitive process while maintaining an acceptable level of quality, expertise and staff availability for these critical IT service functions within the City.

Vendor full-time equivalent (FTE) shall be on-site (with off-site being a possible discussion but not the preference of the City.) Vendor will answer help desk calls—either routed to Vendor’s facility or on-site—and provide support to City users, following an established escalation path to resolution. Vendor staff shall work on the City’s central help desk and be deployed for field technical service functions as listed above. Vendor staff complements and partners with existing City staff.

All communications concerning this RFP must be submitted in email to the RFP Coordinator. The RFP Coordinator will be the sole point of contact for this RFP.

Name, Title: Jennifer Yates, Purchasing Supervisor
Email Address: jyates@cityofventura.ca.gov

Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the proposer’s bid.

Closing Time and Date

One (1) original, and 1 soft copy of your completed and signed proposal, in the exact order and manner required, must be submitted in a sealed envelope marked "RFP No. P-130000402" prior to:

September 14, 2017 at 4:00 PM

Submit your proposal package either by mailing or hand-delivering to:

| | |
|---------------------------|-----------------------------------|
| Delivery Address: | Mailing Address: |
| City of Ventura | City of Ventura |
| 501 Poli Street, Room 102 | 501 Poli Street, Attn. Purchasing |
| Ventura, CA 93001 | Ventura, CA 93001 |

PROPOSALS RECEIVED AFTER DAY AND TIME SPECIFIED WILL NOT BE ACCEPTED. FIRMS ARE RESPONSIBLE FOR PROMPT DELIVERY OF THEIR PROPOSALS.

FAXED RESPONSES WILL NOT BE ACCEPTED.

PROPOSALS **WILL NOT** BE OPENED PUBLICLY.

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1. RFP Overview

1.1 Background

The City of Ventura (City), incorporated in 1866 as the City of San Buenaventura, celebrated its 150th anniversary in 2016. The City has a population of 109,000 and employs approximately 572 full time employees and up to 450 temporary employees. The City is located on the coast of California, north of Los Angeles and south of Santa Barbara. The City of Ventura is a full-service City and the services the City provides to the community include Fire, Police, Water and Wastewater services.

The IT division has two sections within it. The help desk function reports to the Infrastructure and Operations (I&O) section within the division. I&O covers virtual infrastructure and network administration, telecommunications, device deployment, support of PCs, laptops, tablets and smartphones; endpoint security; technical support for end users, personal productivity applications and some City applications and infrastructure (e.g. conference rooms); and the City's help desk.

1.2 Current Technical Environment

This section will cover the following:

1. Physical Network Layout
2. Logical Network Layout
3. Core Systems
4. Server and Network Applications
5. Network Appliances
6. Workstations
7. Software and Desktop Applications

1.2.1 Physical Network Layout

The City's network consists of twenty-three sites: City Hall, City Hall Annex, Public Safety Headquarters, six fire stations, four police storefronts, Public Works Yard, Wastewater Facility, Water Purification Plant, six city parks, and a senior adult center. The core network and virtual infrastructure is housed at city hall and public safety. Most sites connect either to City Hall or Public Safety Headquarters over fiber optic cables, with the remaining sites connected via point-to-point wireless. Additionally, the Police Department vehicles utilize an AT&T Private IP MPLS Transport Service that connects to the City's network via a T1 line.

At each site, all workstations connect to the network over Ethernet. All cables are terminated at a central location and are connected to either HP or Cisco switches.

1.2.2 Logical Network Layout

The City's network is based on the campus model – consisting of core, distribution, and access layers. It is segmented into multiple networks, including:

- The management network containing the core and distribution switches, as well as various network appliances and network management tools.
- The iSCSI network, isolated to handle traffic between the SAN and VMware server hosts.
- The Public Safety network consists of workstations and network devices at Public Safety Headquarters. Additionally, there are secure connections to 1) DOJ 2) CLETS

1.2.3 Core Systems

Primary data storage is provided by clustered Nimble Storage arrays located at City Hall and Public Safety Headquarters. Fourteen host servers house the VMware virtual infrastructure, housing 96 virtual servers that primarily run Windows 2008 R2 (21), Windows Server 2012 (17), and Windows Server 2012 R2 (44). Additionally, there are 6 Red Hat servers and 5 Windows 2003 servers. There are 29 physical servers throughout the City providing legacy and specialized services.

1.2.4 IT Enterprise Infrastructure, Hardware & Software Standards

The City has identified the following IT standards for upgrades or new projects:

| INFRASTRUCTURE | |
|------------------------|--------------------------|
| Component | Standard/Version |
| SERVER | |
| Hardware | HP DL Series |
| Operating System | Microsoft Windows Server |
| Virtual Platform | Vmware vSphere |
| NETWORK | |
| Core Switches | Cisco |
| Edge Switches | Cisco/HP |
| Wireless Access Points | Meraki |

| | |
|---------------------------|--------------------|
| Management | SolarWinds |
| Wiring closet/IDF UPS | APC |
| STORAGE | |
| Hardware | Nimble |
| PHONE | |
| Core PBX, VoIP, Voicemail | ShoreTel |
| Fax Messaging | Esker |
| RADIO | |
| Motorola 800 MHz | Portable: Motorola |
| | Mobile: Motorola |

| SECURITY / RECOVERY | |
|---|---|
| Component | Standard/Version |
| BACKUP, RECOVERY | |
| Hardware | Overland Neo 2000 |
| Software | Veeam, Backup Exec |
| CLOUD / HOSTED PLATFORM | |
| Compliance | Annual Penetration Testing, Quarterly Vulnerability Scans & PCI/NERC Compliance Testing |
| Data Center Location | US Geographically Based |
| Data Transfer | Secure FTP & HTTPS |
| Security Standards | TLS |
| Certification Authority | DigiCert High Assurance CA-3 |
| Data Center - City Hall - Public Safety | |
| UPS | City Hall - Eaton Rackmount |
| HVAC | Leibert PDX |
| SECURITY | |
| Authentication | Microsoft Active Directory |
| End Point Protection | ESET Antivirus |
| Firewall | Fortinet |
| Mobile Device Management | Meraki |
| SIEM/Logging | SolarWinds |
| VPN | FortiNet |
| Intrusion Protection System (IPS) | FireEye |

| APPLICATIONS | |
|--------------|------------------|
| Component | Standard/Version |
| DATABASE | |

| | |
|---|---|
| Software | Microsoft SQL Server |
| GEOGRAPHICAL INFORMATION SYSTEMS - GIS | |
| Software | ESRI ArcGIS Enterprise |
| | ESRI ArcGIS Desktop |
| | ESRI ArcGIS Pro (will likely replace Desktop) |
| Online Platform | ESRI ArcGIS Online |
| For Future Consideration | Digital Submittal Format Standards for consultants who deliver spatial data as part of their submittals |
| AUDIO/VIDEO | |
| Web Conference | Microsoft Skype for Business |
| WEB / INTERNET SERVER | |
| Software | IIS |
| | ASPRunner.Net (C#) |
| DESKTOP AUTOMATION | |
| Software / Systems Management | BMC |

| | |
|----------------------------------|------------------------------|
| DESKTOP / MOBILE | |
| Component | Standard/Version |
| DESKTOP / LAPTOP COMPUTER | |
| Hardware | IBM Think Centre, ThinkPad |
| Operating System | Microsoft Windows 7 & 10 |
| TABLET COMPUTER | |
| Hardware | iPad, Microsoft Surface Pro |
| Operating System | IOS, Microsoft Windows |
| SMART PHONE | |
| Hardware | iPhone |
| Operating System | IOS |
| OFFICE APPS / MESSAGING | |
| Email | Microsoft Exchange Online |
| Productivity | Office 365 |
| Instant Messaging | Microsoft Skype for Business |
| COLLABORATION | |
| Software | Microsoft SharePoint Online |
| | Microsoft OneDrive |
| | Hyland On-Base |
| COPIER/PRINTER/SCANNER | |
| Multi-Function | Toshiba |

1.2.5 Enterprise Applications

In addition to the standard Office Suite, City departments utilize the following enterprise applications:

| Vendor | Product | System Purpose | Categories, Layers, or Modules |
|---------------------------------|----------------------|---|---|
| Comcate | Comcate | CRM | Code Enforcement, Service Requests, Citizen Engagement, Public Records Request |
| ESRI | ArcGIS | GIS | Infrastructure - Streets, Water, Sewer, Storm Drains, Zoning, General Plans, Integrated maps with other applications |
| Lucity | Lucity | Work Order & Inspection System for City assets & infrastructure | Street asset & above-ground storm infrastructure work orders & inspections, Sewer & below-ground storm infrastructure work orders & inspections, Water infrastructure service requests & work orders, Fire hydrant inspections |
| Microsoft | Exchange Online | Email System | Enterprise Electronic Mail |
| Microsoft | Office 365 | Office Productivity Suite | The fully installed applications include: Word, Excel, PowerPoint, OneNote, Outlook, Publisher, Access, SharePoint, and Skype |
| JobAps | JobAps | Online Applicant System | Applicant Tracking |
| UNIT4 | Business World | Financial System Human Resources | AP/AR, GL, Payroll, Purchasing, Fixed Assets Cash Receipts, Bank Reconciliation, Financial Reporting, Budgeting, Time Keeping (electronic), Job/Pay Classification, Personnel Maintenance Benefits, Administration Position Control |
| Active Network | Active Net | Recreation Software | Online Registration, Online Payments, Track Class Registration |
| Anacapa Imaging/Crowely Company | LUIS/Anacapa | Document Management | Document Repository |
| Workzone | WorkZone | Project Management | Project Management and Tracking |
| SolarWinds | Web Help Desk | Helpdesk Ticketing System | HW/SW Inventory, Track/Manage/Submit Online requests, Employee Self Service |
| ITGlue | IT Documentation | Knowledgebase | Knowledgebase, PW Vault, System Documentation |
| ISE | Intime Solutions | Public Safety Scheduling | Timekeeping, Scheduling & Notification for Police Department |
| Kronos | Telestaff | Workforce Management | Timekeeping, Scheduling & Notification for Fire Department |
| Tyler Technologies | Energov | Land Management | Contact Management, Permitting, Inspections, Code Enforcement, Request Management, Electronic Plan Review |
| Progressive Solutions | License Track | Business License | Business License Registration and Renewal |
| Granicus | Granicus | City meeting management | Webcasting Agenda Management Votecast |
| CivicPlus | Hosted Website | City website | Content management for web posting/calendars/documents, Web applications |
| City of Ventura | Drupal 7 | Internal City web site | File sharing module, Posting shared information for employees |
| Public Safety | Motorola PremiereOne | Computer Aided Dispatch | Dispatching 911 calls |

1.2.6 Help Desk Support Environment

- Ticketing System – SolarWinds
- Documentation – ITGlue
- RMM – Locally we use VNC
- Desktop Management and Patching – BMC

Average call volume for the help desk is as follows:

City Hall: 50 calls per week.

Public Safety: 10 calls per week.

Average ticket volume for the help desk is as follows:

City Hall: 37

Public Safety: 11

1.3 Scope of Services

Vendor will work in conjunction with the City of Ventura's IT Division to improve the operational coverage for the City's central IT help desk. The scope of work includes: phone coverage—either routed to Vendor's facility or on-site—for the City's central IT help desk from the hours of 8 am to 5 pm PST, Monday to Thursday and alternating Fridays (City Hall and most administrative offices are closed every other Friday); PC or other computing device deployment, administration and support; printer maintenance; technical support of moves, adds and changes; application troubleshooting and support of office productivity tools such as Microsoft Word, PowerPoint, Excel, Adobe Acrobat and other common City-wide applications.

1.3.1 Responsibilities of City

The city will be responsible for supplying staff to support knowledge transfer for the City's computing and technical environment to the Vendor's staff.

The City will provide on-site office space with a networked PC to be utilized by the vendor technician(s).

The City will provide a City network account with e-mail access and remote capability to the vendor technician(s).

1.3.2 Responsibilities of Vendor

Provide adequate staffing that have a high enough level of expertise to meet the needs of the City's operational needs as related to help desk services.

Consultant technician is expected to provide their own transportation between City sites during their support activities.

1.3.4 Basic Qualifications of Vendor

The vendor shall have personnel experienced in hardware and software installations, troubleshooting and user support. They shall also have basic networking knowledge. They shall have strong personal computer and tablet experience with good interpersonal skills. They should have experience working with and deploying computers according to a standard image and common enterprise parameters.

1.3.5 Vendor's Employee Conduct

Vendor will agree to remove any employee whose conduct is improper, inappropriate, or offensive as determined by the City. A removed employee is not to work on City premises without the written consent of the City. The Vendor will remove any employee from working in, or delivering to, City facilities who is convicted of a felony during his/her employment.

1.3.6 Staffing

The City may, at its sole discretion, relinquish the services of any and all of the Vendor's staff without further obligation to the Vendor. In the event that the City relinquishes the services of one or more staff of the Vendor, the City may elect but shall not be obligated to accept alternate personnel from the Vendor to fulfill outstanding requirements. Vendor shall have the right to withdraw the services of individual Vendor staff upon 14 days written notice to the City.

1.3.7 Background Check Requirement

Only Vendor employees who successfully pass the City required background check will be allowed within the facility. The City will pay for the cost of no more than three background checks per contract year; Vendor will be responsible for the cost if more than three employees need background checks per contract year. Background checks will be completed before the employee is allowed facility and/or technology access. As needed, the City may also require additional background checks and/or fingerprinting of any Vendor employees who will perform services for the City's criminal justice or public safety functions. The City will be responsible for the payment of all fees associated with any of these additional background checks or fingerprinting. As needed, the Vendor will make Vendor employees available to take City mandated, specialized training in order to work in certain City Departments that have access to criminal justice information. The City will be responsible to gain access to the training for the Vendor employees. The time of the Vendor employees to participate in such training shall be billed at the standard pricing agreed upon as a result of this RFP.

1.4 Client Management Tools (Optional)

The City is *considering* moving to a cloud-based CMT system, enabling seamless support and management of the desktop environment by the selected Vendor. Submitting firms are invited to optionally submit a proposal (including pricing) to provide client management tools for all City desktops. The proposed solution should include automated system administration, incident tracking, inventory tracking, configuration change deployment (such as software or patches), and the option to provision a self-help portal for City users.

1.5 RFP Schedule of Events

Table 6, RFP Schedule, identifies the City's best estimate of the schedule that will be followed. The City encourages vendors to carefully consider and plan per the presented schedule.

Table 6 – RFP Schedule of Events

| RFP Event | | Date/Time |
|-----------|--|---------------|
| 1 | City Issues RFP | 8/24/2017 |
| 2 | Bidder Letter of Intent to Propose | 8/31/2017 |
| 3 | Deadline for Written Questions | 8/31/2017 |
| 4 | City Issues Responses to Written Questions | 9/7/2017 |
| 5 | Deadline for Submitting a Proposal | 9/14/2017 |
| 6 | City Completes Short-list Evaluations | 9/22/2017 |
| 7 | Short-list Vendor Interviews and Presentations | October 2017 |
| 8 | Authorization of Award to Most Responsive Vendor | October 2017 |
| 9 | Contract Negotiations | October 2017 |
| 10 | Project Start Date | November 2017 |

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted in writing, via e-mail to the RFP coordinator, Jennifer Yates, jyates@cityofventura.net before the date identified in Table 6, RFP Schedule of Events. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Copies of all written questions and the City's responses will be emailed to all Proposers submitting a Letter of Intent to Propose (see Section 1.6).

2. Solution Requirements

The Vendor must deliver to the City on-site help desk support 40 hours per week as outlined in the Scope of Services, section 1.3.

3. Proposal Submission Requirements

3.1 General Instructions

Proposals should provide a straightforward, concise description of the vendor's qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals should be organized, consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP.

3.2 Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

Section 1.0 – RFP Cover Page: Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation. This section of the proposal must include the following company Information:

| | |
|-------|---|
| 2 . 1 | Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.). |
| 2 . 2 | Identify if the vendor is a subsidiary of a larger company. If so, whom? |
| 2 . 3 | Provide the proposal contact name, address, phone number, and email address. |
| 2 . 4 | Identify the location of company headquarters and office which will support the service. |
| 2 . 7 | Identify any pending litigation against the vendor. |
| 2 . 8 | Identify if the vendor has filed any bankruptcy or insolvency processing in the last 10 years. |
| 2 . 9 | Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, an explanation providing relevant details). |

Section 2.0 – Vendor Response to RFP Questionnaire: Answers should be complete and in the order presented. Make your proposal as short as possible and do not include generic marketing materials.

Section 3.0 – Optional Appendices or Exhibits: Vendors may include sample reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the Vendor. Do not include generic marketing materials.

Section 4.0 – Company Background

This section should identify the following:

| |
|--|
| 3.1 A description of the vendor’s background, nature of business and organizational history. |
| 3.2 A statement of how long the vendor has been providing support as required by this RFP. |

The Company Background section should not exceed three (3) pages.

Section 5.0 – Company Qualifications

In this section of proposal, identify company and staff qualifications and experience providing IT services.

More specifically, this section should identify the following:

| |
|---|
| 4.1 Describe your experience in government/municipal IT support. |
| 4.3 Identify your existing client base including the number of clients you provided the services being proposed here. |

The Company Qualifications section should not exceed three (3) pages.

Section 6.0 - References

Provide at least three references. For each reference, provide a technical and functional contact. To the extent possible, the City prefers references from local government agencies with full City services like the City of Ventura.

For each reference, vendor should provide the following information:

| |
|---|
| 5 . 1 Entity name |
| 5 . 2 Customer technical and functional contact information (name, title, phone, and email) |
| 5 . 3 Scope of work performed identifying the services provided |

Section 7.0 - Pricing

The City is seeking a clear and comprehensive understanding of all costs associated with providing help desk support.

4. Proposal Evaluation

The RFP and subsequent evaluation of proposals will allow the City to identify a short-list of proposers. The short-list proposers will be invited to present an on-site demonstration. The City will complete reference checks and may make site visits to better understand how the vendor's application may support the City's requirements.

The City shall review all proposals to determine which vendors have qualified for further consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. RFP responses will be evaluated and ranked according to the criteria below by an evaluation committee composed of City staff. The evaluation committee will open and review the proposals in confidence. Proposals will be available to the public after contract award.

| <u>Criteria</u> | | <u>Weight</u> |
|--------------------------------|--|---------------|
| Technical Qualifications | | 30% |
| Company Profile and References | | 30% |
| Responsiveness to Proposal | | 30% |
| Fee Schedule (Pricing) | | 10% |

Scoring of responses to this proposal will be completed according to the following scale:

Weight

1. Technical Qualifications 30%

Vendor's ability to provide qualified, responsible, responsive and available staff members throughout the contract term.

2. Responsiveness to proposal 30%

Completeness of submitted documents and willingness to accept terms and conditions of the Agreement.

3. Company Profile and References 30%

Vendor's related experience in successfully delivering services to environments of comparable size and complexity. Vendor's company profile to include: stability

(financial, longevity and organizational), size of organizational structure, account team members.

4. Fee Schedule 10%

Total cost to state any professional service fees, including possible travel costs and other miscellaneous costs. The proposed fee schedule will be presented as costs for the contract term.

Discussions may be conducted with the most qualified vendors for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Revisions may be permitted after submissions, and prior to award, for the purpose of obtaining best and final offers. The committee will rank the finalists and will be responsible for negotiating a firm contract price with the highest ranked respondent. If no agreement can be reached, negotiations may begin with the next ranked respondent.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluations of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

5. General Provisions for Standard Form Contracts

CITY OF SAN BUENAVENTURA

GENERAL PROVISIONS FOR STANDARD FORM CONTRACTS

Please Read Carefully

These provisions are part of your Bid/Proposal/Quotation and any resultant Agreement

Definitions:

- A. "Bidder" is any individual, partnership, or corporation that submits a bid, proposal, or quotation.
- B. "Bid," "Proposal," or "Quotation" shall hereafter be referred to as "Bid."
- C. "Assistant Finance Director" shall mean the Assistant Finance Director or designee.

The Bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done;
- B. Bidder understands the meaning, intent, and requirements of the items to be furnished or work to be done; and

- C. Bidder will enter into a written contract and furnish the item(s) or complete the work required in the time specified, in strict conformity with the specifications of the City of San Buenaventura ("City") for the prices quoted.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written in with ink adjacent to the error. The person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to show the total price for each item bid. Any difference between the unit price extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security:

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City, or a bid bond. If the bid security is a bond, it shall be executed by an insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the Bidder and enclosed with the bid in the sealed bid envelope.

3. Faithful Performance Bond:

If required, the Bidder will furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

4. Items Offered:

If the item offered has a trade name, brand, and/or catalog number, such shall be stated in the bid. If the Bidder proposes to furnish an item of a manufacturer or bidder other than that mentioned on the face hereof, Bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal."

5. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the Bidder. They are guidelines to minimum qualifications. The Bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications, or where submitted literature does not fully support the meaning of the specifications, must be clearly cited in writing by the Bidder.

An equivalent ("or equal") may be offered by the Bidder, subject to evaluation and acceptance by the City. It is the Bidder's responsibility to provide, at Bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the right to reject a substituted component that will not meet or exceed City specifications.

6. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

7. Verification of Quotations:

Prices must be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

8. Firm Prices:

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City shall receive the benefit of such decline.

9. Alternative Bids:

To be responsive, Bidder must submit a bid that meets all specific bid requirements. Once Bidder has proposed a product which is responsive to the specification, Bidder may include with the bid any additional bids or alternative products that Bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

10. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

11. Quality:

Unless otherwise required in the specifications, Bidder shall assume that all goods furnished shall be new and unused.

12. Tropical Hardwoods:

Bidder shall not provide any tropical hardwood items to the City.

13. Modification or Withdrawal of Bids:

Bids may be modified or withdrawn by written notice sent by regular U.S. mail or email and received by the Purchasing and Contracts Section of the City's Finance & Technology Department prior to the exact hour and date specified for receipt of bid. A bid may also

be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

14. Late Bids:

Bids received after the exact time and date specified for receipt will not be considered.

15. Mistake in Bid:

(a) If the Bidder discovers a mistake in the bid prior to the hour and date specified for receipt of bid, Bidder may correct the mistake by modifying or withdrawing the bid in accordance with Section 13 above.

(b) If prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in the bid of a serious and significant nature which is unfavorable to Bidder, Bidder may request consideration be given to modify the bid if it remains the lowest, responsive, and responsible bid. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Assistant Finance Director is final with regard to acceptance or rejection of requests for correction of bids.

16. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee, or agent, and indicate his or her title.

17. Litigation Warranty:

The Bidder warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or performance relative to the same or similar material or service to be supplied pursuant to this bid. Bidder further warrants that no judgments or awards have been made against Bidder on this basis. Disclosure to the City in the bid of pending litigation, arbitration, judgment, or award involving the same or similar material or service as to be supplied herein may disqualify the Bidder. The City reserves the right to consider the facts surrounding such disclosure and, in the event the bid is awarded to Bidder, to require Bidder to furnish the City with a surety bond pursuant to Section 2, above.

18. Royalties, Licenses and Patents:

Unless otherwise specified, the Bidder shall pay all royalties, license fees, and patent fees. The Bidder warrants that the materials to be supplied do not infringe any patent, trademark, or copyright, and further agrees to defend any and all suits, actions, and claims for infringement that are brought against the City, and to defend, indemnify, and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Bidder, or those furnishing materials to Bidder to meet the bid specifications.

19. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

20. Warranties:

(a) All material, labor, or equipment provided under the contract shall be warranted by Bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by Bidder on the bid as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods or equipment provided by Bidder under this bid, regardless of whether Bidder is an agent, broker, fabricator, or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines.

21. Addenda:

Before submitting a bid, each bidder shall ascertain whether any addenda have been issued. Failure to cover in this bid any such addenda issued may render the bid non-responsive and result in its rejection.

22. Taxes:

The City is exempt from Federal Excise Tax. The City is liable for State, City, and County Sales Taxes.

23. Living Wage Requirements:

Bidder understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), Bidder will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services required pursuant to the solicitation.

Moreover, Bidder will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out of the performance of the services required to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing such services.

24. Prevailing Wage Requirements:

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

For information, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

Use of Prevailing Wages vs. Living Wages: In the event that there is a difference between the amount of wages to be paid under the City's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract. **PLEASE NOTE, with respect to Federal contracts, other**

requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.

It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

25. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with Bidder. The Bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the Bidder is to report it immediately to the Assistant Finance Director. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and Bidder may be subject to damages and/or debarment or suspension.

26. Gratuities:

The City may rescind the right of the Bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

27. Insurance:

Prior to commencement of the services required by this bid, the Bidder shall procure and maintain in full force and effect all of the insurance required by Attachment "A," attached hereto and incorporated herein by this reference.

28. Indemnification:

As a separate and independent covenant from BIDDER's obligations under Section 27 hereof, BIDDER shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to BIDDER's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, BIDDER shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

BIDDER also understands and agrees that it is being employed to perform the services provided for by this Agreement because of BIDDER's professed expertise and experience in performing such services. In addition, BIDDER understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by BIDDER pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, BIDDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by BIDDER pursuant to this Agreement.

The BIDDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

29. Award of Contract:

(a) Bids will be analyzed and award will be made to the lowest, responsive, and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City.

(b) The City reserves the right to reject any item or items.

(c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.

Upon acceptance by the City, the solicitation, bid, price quotation, and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions.

30. Request for Proposal (RFP) Submittals:

The documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices, and other information will not be made public until the proposal is awarded. There will be no disclosure of any bidder's information to competing bidders prior to the award of the proposal. At that time, the executed contract and proposals will become public information.

31. Protests:

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Assistant Finance Director no later than ten (10) calendar days from the date of the letter of notice. Failure to submit a timely written protest to the Assistant Finance Director shall bar consideration of such protest. The Assistant Finance Director shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Assistant Finance Director shall be submitted in writing to the Finance & Technology Director no later than five (5) calendar days after the original determination is communicated to the Bidder. The Finance & Technology Director shall hear the documented arguments of the

protest and a written determination will be made and returned to the affected bidder(s). Determinations by the Finance & Technology Director concerning protests are final.

32. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance, and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in the bid being declared non-responsive and rejected, and at City's option, if a bid bond was required, it may be attached for damages suffered.

33. Document Ownership:

(a) All technical documents and records originated or prepared pursuant to this solicitation, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

(b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this solicitation shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by Bidder without infringing Bidder's copyright or any license granted to City.

34. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City are prohibited from making endorsements, either implied or direct, of their company, commercial products, or services, without prior written approval of the City Manager.

35. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, district, public agency, municipality, or state agency) located within California shall have the option to participate in any award made as a result of this bid. The City shall incur no financial responsibility in connection with purchase orders or contracts made by the Bidder with another public agency resulting from this bid. The public agency shall accept sole responsibility for placing orders and making applicable payments to the Bidder. The option shall not be considered in the bid evaluation.

36. City Provisions to Prevail:

The City's General Provisions shall govern any contract award. Any standard terms and conditions submitted by Bidder may result in the rejection of the bid. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

37. Invalid Provisions:

In the event that any one or more of the provisions of this bid shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

38. Lawful Performance:

Bidder shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this solicitation. In addition, all applicable permits and licenses required shall be obtained by the Bidder, at Bidder's sole expense.

39. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the Superior Court of California, County of Ventura.

40. Small Local Business Purchasing Preference:

In determining the lowest responsible bidder for any city purchase of goods or public works construction contract that is for \$250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business," as defined in Attachment "B."

Certification: Should Bidder meet the requirements of a Small Local Business, Attachment "B" must be completed and returned with a valid and authorized quotation.

APPROVED AS TO FORM
PER SBMC, SECTION 4.600.050
Gregory G. Diaz, City Attorney

Attachment "A"
GENERAL INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONTRACTOR/SELLER/BIDDER (hereafter referred to as "Contractor") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

| | |
|--|---------------------------------------|
| <p>a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities.</p> <p>Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL)</p> | <p>\$1 million \$2 million</p> |
| <p>b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos).</p> <p>Auto Liability Aggregate or Combined Single Limit</p> | <p>\$1 million \$2 million</p> |
| <p>c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability</p> | <p>Statutory Limits \$500,000</p> |
| <p>d) Crime/Employee Dishonesty Policy <i>The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertains to IT and Financial contracts. Contact Risk Manager for specific requirements.</i></p> | <p>\$0-1 million</p> |
| <p>e) Professional Liability Policy <i>See item (v) below for examples of Contractors that may need to supply evidence of this coverage.</i></p> | <p>\$0-1 million</p> |
| <p>f) Cyber Liability Policy with Network Security/Data Privacy Coverage <i>Pertains to contracts with IT component. Contact Risk Manager for specific requirements.</i></p> | <p>\$0-1 million</p> |
| <p>g) Technology E&O/Technology Professional Liability <i>Contact Risk Manager for specific requirements.</i></p> | <p>\$0-1 million</p> |

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. Assuch, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.
- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:
An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or itsequivalent (CG 20 26, CG 20 33, or CG 20 38) AND
an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.
- d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30days' notice to the City.
- f) The Description section of the Certificate must include the following language:
The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as anadditional insured under the General Liability and Auto Liability policies. All Liability policies are primaryand Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day noticeof cancellation will be provided to the Certificate Holder.
- g) A Certificate of Insurance must include the following language in the Certificate Holder section:
*City of San Buenaventura, its officers, officials, agents, employees and volunteers
P O Box 99
Ventura, CA 93002*
- h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Anyfailure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional

insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.

- k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.
- m) Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.
- n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.
- o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.
- p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.

- r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy.
- u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.
- v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.
Examples:
Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.
- w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

Attachment “B”

SMALL LOCAL BUSINESS PURCHASING PREFERENCE CERTIFICATION

The City of San Buenaventura’s (“City”) Small Local Business Purchasing Preference policy is applicable to this Request for Proposal/Bid (ITB/RFP).

Qualified bidders that desire consideration as a small local business for purposes of this ITB/RFP must complete this Certification and submit it as a part of their bid. Late submittals of the “Statement of Small Local Business Certification” will not be considered.

**STATEMENT OF SMALL LOCAL BUSINESS CERTIFICATION
CITY OF SAN BUENAVENTURA**

I _____, _____
(Individual submitting bid) (Title)

Of/for _____, Certify under penalty of perjury that _____
(Company Name) (Company Name)

Is a City of Ventura small local business as defined under Article 40 of these General Provisions and therefore qualifies for the Small Local Business purchasing preference.

_____, _____
(Signature) (Date)

6. NON-COLLUSION DECLARATION

Any changes, added conditions, modifications or deletions this Non-Collusion declaration by the bidder shall render their bid as non-responsive.

This declaration is submitted with a proposal (**City RFP No. P-130000402**) to the City of Ventura. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Ventura, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Ventura (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

Date and Place

Signature

Name of Bidder

7. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AGREEMENT

&

City of San Buenaventura

THIS AGREEMENT is made and entered _____, 20__ (the "Effective Date"), by and between The City of San Buenaventura, a charter city and municipal corporation of the State of California (hereafter "CITY" or "Customer"), and _____, (hereafter "COMPANY" or "_____"). The CITY and COMPANY may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, COMPANY may disclose to CITY and CITY may disclose to COMPANY, certain technical data or information that is (1) commercially valuable and not generally known in its industry of principal use (hereinafter collectively referred to as "Proprietary Information") and (2) legally regarded as nonpublic personal information;

WHEREAS, COMPANY and CITY desire to provide a procedure for the exchange of such Proprietary Information and Nonpublic Personal Information;

NOW, THEREFORE, in consideration of the mutual obligations contained herein, COMPANY and CITY hereby agree as follows:

1. Primary Points of Contact. The primary points of contact with respect to the transmission and control of Proprietary Information exchanged between COMPANY and CITY hereunder are designated by the respective parties as follows:

| COMPANY: | Company | City |
|-----------------|---------|------|
| Name: | | |
| Address Line 1: | | |
| Address Line 2: | | |
| Address Line 3: | | |
| Phone Number: | | |
| Fax Number: | | |
| Email Address: | | |

Either Party may change its point of contact upon written notice to the other Party.

2. Company's Confidential Information. For purposes of this Agreement Company's Confidential information shall mean: (a) all of Company's Work Product; (b) all notes, analyses and studies prepared by Company or any of its Representatives during the term of this

Agreement or anytime thereafter, incorporating any of the information described in this Agreement and, (c) the terms and conditions of this Agreement.

3. Restrictions. City and its Affiliates shall keep the Company's Confidential Information confidential to the maximum extent permitted under the provisions of the Public Records Act of the State of California, as set forth in Section 6250, *et. Seq.* of the California Government Code, or any other applicable provisions of California law. City and its Affiliates may disclose the Company's Confidential Information only to their Representatives who have a need to know such information solely in connection with this Agreement shall cause such Representatives to comply with this Agreement and shall assume full responsibility for any breach of this Agreement by any such Representatives. City and its Affiliates shall not transfer or disclose any of Company's Confidential Information to any third party without the Company's prior written permission and without such third party having a contractual obligation to keep such Confidential Information confidential except as may be required by the provision of California law.

4. Nonpublic Personal Information. For purposes of compliance with any applicable state and federal laws concerning personal information, Company represents, warrants, and covenants that it:

- (a) Shall process, use, maintain and disclose personal information only as necessary for the specific purpose for which this information was disclosed and only in accordance with this Agreement;
- (b) Shall not disclose any personal information to any third party (including to the subject of such information) or any Representative who does not have a need to know such personal information;
- (c) Shall implement and maintain an appropriate written information security program, the terms of which shall meet or exceed the requirements for financial institutions under state and federal laws, to (i) ensure the security and confidentiality of all information provided by City, including personal information (collectively, the "information"), (ii) protect against any threats or hazards to the security or integrity of information, including unlawful destruction or accidental loss, alteration and any other form of unlawful processing, and (iii) prevent unauthorized access to, use, or disclosure of the information;
- (d) Shall immediately notify City in writing if it becomes aware of (i) any disclosure or use of any information by it or its Representatives in breach of this Section, (ii) any disclosure of any information to it or its Representatives where the purpose of such disclosure is not known, (iii) any request for disclosure or inquiry regarding the information from a third party, and (iv) any change in applicable law that is likely to have a substantial adverse effect on Company's ability to comply with this Article;
- (e) Shall cooperate with City and the relevant supervisory authority in the event of litigation or a regulatory inquiry concerning the information and shall abide by the advice of City and the relevant supervisory authority with regard to the processing of such information;
- (f) At City's direction at any time, and in any event upon any termination or expiration of the Agreement, shall immediately return to City any or all information and shall destroy all records of such information;
- (g) Upon completion of any Task Order, shall return to City any or all applicable information which is not necessary for the performance of another pending Task Order or destroy all records of such information; and
- (h) To the extent that the personal information is subject to the Data Protection Laws, data subjects may enforce the provisions of this Article as a third-party

beneficiary against it with respect to their personal information, but only in cases where City has factually disappeared or has ceased to exist in law. The Company and City do not object to the data subjects being represented by an association or other body if they so wish and if permitted by national law.

City reserves the right to review Company's policies and procedures used to maintain the security and confidentiality of information, including auditing Company and its Representatives concerning such policies and procedures. The provisions of this Section, are in addition to, and shall not limit any other confidentiality obligations under the Agreement. Any exclusion from the definition of Confidential Information contained in the Agreement shall not apply to Personal Information.

Company also agrees that it shall cause its Representatives to act in accordance with this Section 4.

5. Exclusions. The party that receives information ("receiving party") about the other party ("disclosing party") shall not be prohibited from using information that: (a) is obtained by the receiving party from the public domain without breach of this Agreement and independently of the receiving party's knowledge of any Confidential Information; (b) was lawfully and demonstrably in the possession of the receiving party prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) becomes known by the receiving party from a third party independently of the receiving party's knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

6. Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party shall, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

7. Security Event. In the event that Company learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, Company shall immediately give notice of such event to City's Representatives. Furthermore, in the event that Company has access to or acquires individually identifiable information in relation to this Agreement, the following shall apply: Company acknowledges that upon unauthorized acquisition of such individually identifiable information within Company custody or control, (a "Security Event"), the law may require that Company notify the individuals whose information was disclosed that a Security Event has occurred. Company must notify City immediately if Company learns or has reason to believe a Security Event has occurred. Company agrees that it shall not notify the individuals until Company first consults with City and City has had an opportunity to review any such notice.

8. Non-Disclosure – Time Limitations. The non-disclosure and non-use obligations of this Agreement shall remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item.

9. Disposition of Confidential Information on Termination. Upon the termination or expiration of this Agreement or upon the disclosing party's written request and where practicable, the receiving party shall return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Alternatively, with the disclosing party's prior written consent, the receiving party may destroy such Confidential Information, in which case an officer of the receiving party shall certify in writing to the disclosing party that all such Confidential Information has been so destroyed.

10. If any provision of this Agreement shall be held invalid or unenforceable, such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

11. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party, and no failure or delay in enforcing any right will be deemed a waiver.

12. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.

IN WITNESS WHEREOF, CITY and COMPANY have caused this Agreement to be executed by their duly authorized representatives.

COMPANY:

By:

Name:

Title:

Date:

CITY OF SAN BUENAVENTURA:

By:

Name:

Title:

Date:

APPROVED AS TO CITY LEGAL FORM

8. BID AUTHORIZATION

1. Price, terms and any other conditions quoted shall remain valid and in effect from bid closing date to _____.

2. This is to certify that I have carefully reviewed the City of San Buenaventura's Proposal Terms and Conditions and attached specifications on REQUEST FOR PROPOSAL NO. P-130000402 IT Help Desk Services and have clearly indicated in writing any exceptions my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to both furnish and deliver the Proposal in this quotation complete as specified, if awarded, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

COMPANY NAME

PHONE NUMBER

FAX NUMBER

COMPLETE MAILING ADDRESS

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

SIGNATURE

DATE

9. Appendix A - Standard Professional Services Terms and Conditions

See attached Professional Services Agreement form.

CITY OF VENTURA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered as of the date last signed below (“Effective Date”) by and between the City of San Buenaventura, a charter city and municipal corporation of the State of California, (“City”), located at 501 Poli Street, Ventura, CA 93001, and _____, a(n) _____(capacity)_____ (“Consultant”), located at _____, individually referred to as “Party” and collectively as “Parties.”

By this Agreement, City agrees to engage the services of Consultant, and Consultant agrees to perform the services for City herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth.

1. Consultant's Services.

Consultant shall perform the tasks, obligations, and services set forth in the “Scope of Services,” attached to this Agreement as Exhibit “A,” and incorporated herein by reference.

2. Compensation for Consultant's Services.

City shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the “Schedule of Compensation” attached hereto as Exhibit “B.” The compensation shall be paid at the time and manner set forth in Exhibit “B.”

3. Living Wage Requirements.

Consultant understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code entitled, “Living Wages and Benefits for City Services,” a copy of which has been provided to Consultant. By reason thereof, during the term of this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Consultant will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Consultant and any of its successors, assigns and sub-Consultants who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the “Notice to Employees” and provide the other information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section.

Consultant also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

By initialing this Section, Consultant agrees that it has been provided with and read a copy of Chapter 2.525 of the San Buenaventura Municipal Code as well as this Section, and that Consultant understands Chapter 2.525 and this Section.

Consultant's initials: _____

4. Term of Agreement.

The term of this Agreement shall be from _____, to _____.

5. Commencement of Performance.

Consultant shall not perform any work under this Agreement until: (i) Consultant furnishes proof of insurance as required under paragraph 11 of this Agreement, and (ii) City gives Consultant a written, signed, and numbered purchase order (which shall serve as a Notice to Proceed). All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

6. Status of Consultant.

The City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides for its employees.

7. Designated Representative.

The person named below shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

(a) Name: _____
Title: _____
Address _____
City State Zip: _____
Email: _____

The City's representative shall be:

(b) Name: _____
Title: _____
Address _____
City State Zip: _____
Email: _____

8. Assignment.

This Agreement is for the professional services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void.

9. Records and Inspections.

The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

10. Hold Harmless.

Consultant shall hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant's performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, Consultant shall indemnify them for any judgment rendered against them for such negligent act, negligent omission or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Consultant also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Consultant's professed expertise and experience in performing such services. In addition Consultant understands and agrees that while City or City's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Consultant pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Consultant waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Consultant pursuant to this Agreement.

11. Insurance.

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and effect all of the insurance required by Exhibit "C" attached hereto and by this reference incorporated herein.

12. Covenants and Conditions.

Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

13. Termination.

At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant pursuant to Paragraph 20 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 20 of this Agreement.

14. Effect of Termination.

Upon termination as stated in Paragraph 13 of this Agreement, City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

15. Ownership of Consultant's Work Product.

City shall be the owner of any and all computations, plans, correspondence, and/or other pertinent data and information gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

16. Taxpayer Identification Number.

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

17. Non-Appropriation of Funds.

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18. Modification of Agreement.

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

19. Use of the term "City."

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

20. Notices.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

21. Permits and Licenses.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

22. Waiver.

A waiver by the City of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

23. Governing Law.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

24. Integrated Agreement.

This Agreement represents the entire Agreement between the City and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In witness whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").

Signatures Follow

Name:

Title:

Name:

Title:

Date

Date

Name:

Title:

Date

Tax Identification Number

ATTEST:

By: _____

Antoinette M. Mann, MMC, CRM
City Clerk

City Budget and Account No. _____

APPROVED AS TO FORM
GREGORY G. DIAZ, CITY ATTORNEY
PER SBMC, SECTION 4.600.050
APPROVED AS TO FORM:
Gregory G. Diaz, City Attorney
Per Ordinance No. 2012-012, Section 4.600.050

EXHIBIT A
STANDARD FORM PROFESSIONAL SERVICES AGREEMENT
(City of San Buenaventura and _____)

SCOPE OF SERVICES

EXHIBIT B
STANDARD FORM PROFESSIONAL SERVICES AGREEMENT
(City of San Buenaventura and _____)

SCHEDULE OF COMPENSATION

EXHIBIT C

STANDARD FORM PROFESSIONAL SERVICES AGREEMENT (City of San Buenaventura and _____)

INSURANCE REQUIREMENTS

Prior to contract approval, **CONSULTANT/CONTRACTOR/SELLER/BIDDER** (hereafter referred to as “Contractor”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

| | |
|--|-------------------------------|
| a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL) | \$1 million \$2 million |
| b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos). Auto Liability Aggregate or Combined Single Limit | \$1 million \$2 million |
| c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City Employer's Liability</i> | Statutory Limits \$500,000 |
| d) Crime/Employee Dishonesty Policy <i>The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertains to IT and Financial contracts. Contact Risk Manager for specific requirements.</i> | \$0-1 million |
| e) Professional Liability Policy <i>See item (v) below for examples of contractors that may need to supply evidence of this coverage.</i> | \$0-1 million |
| f) Cyber Liability Policy with Network Security/Data Privacy Coverage <i>Pertains to contracts with IT component. Contact Risk Manager for specific requirements.</i> | \$0-1 million |
| g) Technology E&O/Technology Professional Liability <i>Contact Risk Manager for specific requirements.</i> | \$0-1 million |

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- b. Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- c. Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Consultant's Worker's Compensation policy.
- d. A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements: An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.
- e. Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- f. Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.
- g. The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day notice of cancellation will be provided to the Certificate Holder.
- h. A Certificate of Insurance must include the following language in the Certificate Holder section:

*City of San Buenaventura, its officers, officials, agents, employees and volunteers
P O Box 99
Ventura, CA 93002*
- i. Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other

policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.

- j. Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- k. Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.
- l. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- m. Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.
- n. Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.
- o. Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such

insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

- p. No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.
- q. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- r. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.
- s. Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- t. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy.
- u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.
- v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.

Examples:

Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

- w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.